REMARKS

Applicants have amended claims 75, 78, and 80-83 as set forth above. Applicants note with appreciation the Office's indication that claims 82, 91 and 100 would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. In view of the above amendments and the following remarks, reconsideration of the outstanding office action is respectfully requested.

The Office has rejected claims 75-83 under 35 U.S.C. § 101 asserting claims 75-83 recite a process that must be tied to another statutory class or transform underlying subject matter to a different state or thing to qualify as a statutory process. The Office asserts the claims should positively recite the other statutory class to which it is tied, for example by identifying the apparatus that accomplishes the method steps. Accordingly, Applicants have amended these claims to include a computer device to identify the apparatus that accomplishes the method steps as suggested by the Office. In view of the foregoing amendments and remarks, the Office is respectfully requested to reconsider and withdraw the rejection of claims 75-83 under 35 U.S.C. § 101

The Office has rejected claims 75-81, 83-90, 92-99 and 101 are rejected under 35 U.S.C. 103(a) as being unpatentable over King et al. (5,704,045) in view of Kern (6,604,080).

Neither King nor Kern, alone or in combination, disclose or suggest, "determining with an assessment processing system in a computer device when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers" as recited in claim 75, "determining when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers" as recited in claim 84, or "a triggering system that determines when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers" as recited in claim 93.

Applicants note with appreciation the Office's clarification that King does not disclose determining with a triggering system when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers. However, again contrary to the Office's assertions co1.19, lines 55-67 to co1.20, line 19 in

Kern does not disclose or suggest, "determining when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers." For the Office's convenience col. 19, line 55 to col. 20, line 19 in Kern is set forth below:

> Further, with regard to the understanding that the employer is in all plans the ultimate responsible party to provide workers' compensation benefits to injured employees in the "compulsory states," the severing of Part A and Part B to a standard workers' compensation policy gives the least exposure to the employer. Under state law, the insurance company is liable to the injured employee. If the insurance company should fail, then the state guarantee fund becomes liable. Then, if the guarantee fund should not pay, the employer must do so. Contrast this with group self-insurance or assessable mutuals, where first the premium pool pays, and, if it becomes insolvent, then all member employers are jointly and severally liable or pro rata liable for all other members' workers' compensation obligation to its injured employees (in those majority of states that do not have guarantee funds or group insurance). In individual self-insurance, the individual employer already pays first dollar up to a retention limit, then the excess insurance begins to pay. In ERISA plans, depending on the structure of the plan, and in Twenty-Four Hour Coverage plans, depending on the states various laws, it is difficult to legally determine if guaranty funds would have to legally be obligated to pay in the event of insolvency of participating insurance carriers.
>
> With regard to the reporting of the statistical data on losses and rates, the states allowing the financial product underlying this invention may instruct a carrier or its designee to report to either the state workers' compensation board, the department of insurance, or the NCCI to track the experience modification (loss history) sustained by each individual employer. (Emphasis Added)

As illustrated above, there simply is no mention or suggestion in Kern of determining with an assessment processing system in a computer device when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers. Kern simply discusses the order of who is responsible for payment if a prior entity should fail, e.g. the insurance company then the state guarantee fund and then the employer or in other word when a payment source runs out you move to the next source. Kern teaches and suggests moving to the next source when a prior one cannot pay, not assessing any of these sources or discussing or mentioning any triggers used to determine when such an assessment of one of these payments sources is needed. Accordingly, even if King is taken in view of Kern as suggested by the Office, at most it would simply teach or suggest the order in which payments from different sources would proceed should one fail to

pay, but would make no mention or suggestion of any triggers to determine an assessment of any insolvency fund is needed as claimed.

To support this obviousness position in the outstanding office action the Office asserts, "It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Kern within the system of King with the motivation of providing under state law, the insurance company is liable to the injured employee. If the insurance company should fail, then the state guarantee fund becomes liable (See Kern, Co1.19, lines 55-67)." Applicants agree this section discloses that if one the insurance company should fail, then the state guarantee fund becomes liable as asserted by the Office, however again neither Kern nor King makes any mention or suggestion of make no mention or suggestion of determining when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers.

Although not listed with the Office's basis for rejecting the claims, the Office asserted in response to Applicants' prior argument, "the Examiner respectfully submitted that He (*sic*) relied upon the teachings of Kern (See Col.5, lines 35-67; Co1.6, lines 50-67; Cola (*sic*), lines 47-67) which correspond to Applicant's claimed feature. As such, the Examiner respectfully submitted that such terms were given their broadest reasonable interpretations during examination, and since the applied reference clearly discloses the claimed limitations, when given their broadest reasonable interpretations, it is respectfully submitted that the Examiner's reliance on Kern is indeed proper." Accordingly, the Office's attention is respectfully directed to col. 5, lines 35-67 in Kern which is set forth below:

> C. Different Approaches Used by Different States
>
> With each state passing its own workers' compensation scheme, different approaches were created to allow employers to meet statutory obligations to provide workers' compensation. Most states passed a compulsory compensation law; a compulsory compensation law requires every employer to accept the act and pay the compensation as specified. In contrast, New Jersey, South Carolina, and Texas provide for an "elective act," whereby the employer has the option to accept or reject the act, but if the employer rejects the act, the employer will be precluded from raising the common-law defenses of assumption of risk, negligence of fellow servants, and contributory negligence.
>
> With regard to insuring against an employers workers' compensation obligation, there are five basic methods: (1) state funds; (2) a standard workers' compensation insurance policy; (3) self-insurance; (4) Twenty-Four

Hour Coverage insurance policies and (5) ERISA plans.

1. State Funds

a. Monopolistic State Fund

A monopolistic state fund basically requires the employer to buy workers' compensation coverage from the state. For example, the State of Nevada allows individual self-insurance but has a required state fund. The states of Ohio, Washington, and West Virginia permit self-insurance, but have a required state fund. The states of North Dakota and Wyoming do not permit self-insurance and have a required state fund. See 1991 Analysis of Workers' Compensation Laws, prepared and published by the U.S. Chamber of Commerce.

In summary, four of the six state fund states allow eligible employers to self-insure or to use the state fund only.

As illustrated above, there simply is no mention or suggestion in Kern of determining with an assessment processing system in a computer device when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers.

Additionally, the Office's attention is respectfully directed to co1. 6, lines 50-67 in Kern which is set forth below:

> In 1942, the Section of Insurance Law of the American Bar Association created a committee on workers' compensation and employers liability insurance law and put forth the "Standard Workers' Compensation and Employers Liability Policy." It is important to note that the standard workers' compensation policy combined both policies such that the standard policy is one policy of insurance. The foreword to that publication states "The Standard Workmans Compensation and Employers Liability Policy is dual in its purpose. It affords the insured (A) protection against liability under workers' compensation laws, and (B) protection against liability imposed by law for damages in cases where the Compensation Act does not apply." Policy Annotations from the Conference Commentary of the American Bar Association, Insurance Committee.
>
> Traditionally, standard workers' compensation policies have been issued by "P & C" carriers. A "P & C" carrier, in the industry, is a property and casualty insurance company. That company is known as a property and casualty company because its state-issued "certificate of authority" allows it to write lines of insurance covering property and lines of insurance covering casualty.

As illustrated above, again there simply is no mention or suggestion in Kern of determining with an assessment processing system in a computer device when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers.

Finally, the Office has cited to "cola", lines 47-67 which Applicants assume was a typographical error and the Office intended col. 8, lines 47-67 in Kern which is set forth below:

> Because a standard workers' compensation carrier is a property and casualty insurance company, most states have enacted laws which provide that an admitted property and casualty insurance company is backed by a state's Guaranty Association. A Guaranty Association, in the event of insolvency of the issuing insurance company, will pay the injured worker his or her workers' compensation, medical, disability or other payments.
>
> iii. Workers' Compensation Assigned Risk Plans Under a Standard Workers' Compensation Policy
>
> Workers' compensation was the first compulsory insurance program adopted in the United States to be underwritten primarily by private insurers. But considerable agitation for state funds to provide the insurance accompanied the rising importance of workers' compensation. Advocates of state funds argued that they were needed to ensure insurer solvency and fair pricing.
>
> Several states established such funds, but the coverage continued to be written by private insurers. As some private insurers began to evaluate the risks over time, based on loss . . .

As illustrated above, yet again there simply is no mention or suggestion in Kern of determining with an assessment processing system in a computer device when an assessment of at least one insolvency fund associated with a plurality of insurers is needed based on one or more triggers.

Applicants note that during the last telephone interview the Examiner's supervisor indicated agreement with Applicants position that the currently cited references failed to teach or suggest the claimed invention with the exact arguments cited above. As a result, Applicants are concerned the Office is ignoring this agreement and is simply making conclusory statements about its position, without identifying what in these sections cited by the Office actually teaches the recited claim language.

Additionally, neither King nor Kern, disclose or suggest, "performing the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed" as recited in claim 75, "performing the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed" as recited in claim 84, or "an assessment processing system that performs the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed and allocates a member assessment amount to each of the plurality of insurers based on the performed assessment" as recited in claim 93.

Contrary to the Office's assertions col. 10, lines 1-29 in King does not disclose or suggest performing the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed. For the Office's convenience, col. 10, lines 1-29 is set forth below:

> The underwriter's primary task is the analysis of risks, establishment of policy limits, determination of appropriate premiums, and recommendation of policy issuance. Upon receipt of a request for quotation,(4) a detailed report analyzing the proposed risk is prepared with the assistance of a data processing program which compares the proposed risk to a set of underwriting guidelines broadly designed to assure compliance with specific program objectives, capital matching limitations, and system constraints. A key element of this comparative data system is an interactive pricing model which takes into consideration program guidelines, current and projected market interest rates, an assessment of projected losses, equity and debt return expectations, various cost and profit objective factors and other information necessary to determine the amount of capital matching support required to accept the proposed risk and the minimum premium level which would justify its acceptance. It also analyzes the underwriter's current portfolio of business and capital matching capacity.(5)
>
> The underwriter may then respond via electronic means as to whether or not the underwriter is prepared to recommend the acceptance of the risk and at what price.(6) Since various underwriters may tailor their programs differently, more particularly the diversification profile of risks they assume, their cost of capital matching (returns investors expect for the use of capital allocated to risks underwritten by an underwriter), costs of underwriting, and profit expectations can vary substantially. Thus requesting a quote from several underwriters may result in a variety of preliminary indications.

As illustrated above in this section of King, there simply is no mention or suggestion of performing the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed. Instead, this section of King is

focused on the functions of an underwriter who analyzes risks for a potential policy, establishes policy limits, determines appropriate premiums, and recommends policy issuance. In other words, this section in King deals with an underwriter who establishes insurance policies. However, there is no discussion or suggestion in King of the underwriter performing an assessment of an insolvency fund. Like King, Kern also does not teach or suggest performing the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed.

Although not listed with the Office's basis for rejecting the claims, the Office asserts in response to Applicants' prior arguments, "With respect to Applicant's third argument, the Examiner respectfully submitted that He (*sic*) relied upon the teachings of Kern (See Kern, Col.19, lines 55-67 to Co1.20, line 20) which correspond to Applicant's claimed feature." Accordingly, for the Office's convenience col. 19, line 55 to col. 20, line 19 in Kern is again set forth below:

> Further, with regard to the understanding that the employer is in all plans the ultimate responsible party to provide workers' compensation benefits to injured employees in the "compulsory states," the severing of Part A and Part B to a standard workers' compensation policy gives the least exposure to the employer. Under state law, the insurance company is liable to the injured employee. If the insurance company should fail, then the state guarantee fund becomes liable. Then, if the guarantee fund should not pay, the employer must do so. Contrast this with group self-insurance or assessable mutuals, where first the premium pool pays, and, if it becomes insolvent, then all member employers are jointly and severally liable or pro rata liable for all other members' workers' compensation obligation to its injured employees (in those majority of states that do not have guarantee funds or group insurance). In individual self-insurance, the individual employer already pays first dollar up to a retention limit, then the excess insurance begins to pay. In ERISA plans, depending on the structure of the plan, and in Twenty-Four Hour Coverage plans, depending on the states various laws, it is difficult to legally determine if guaranty funds would have to legally be obligated to pay in the event of insolvency of participating insurance carriers.
>
> With regard to the reporting of the statistical data on losses and rates, the states allowing the financial product underlying this invention may instruct a carrier or its designee to report to either the state workers' compensation board, the department of insurance, or the NCCI to track the experience modification (loss history) sustained by each individual employer.

As illustrated above, in this section of Kern, there simply is no mention or suggestion of performing the assessment of the at least one insolvency fund based on one or more factors when the determining determines the assessment is needed. Accordingly, in view of the forgoing amendments and remarks, the Office is respectfully requested to reconsider and withdraw the rejection of claims 75, 84, and 93. Since claims 76-82 depend from and contain the limitations of claim 75, and claims 85-92 depend from and contain the limitations of claim 84, and claims 94-101 depend from and contain the limitations of claim 93, they are distinguishable over the cited references and are patentable in the same manner as claims 75, 84, and 93.

Additionally, neither King nor Kern, alone or in combination, disclose or suggest, "wherein the one or more triggers comprise an insolvency of at least one of the plurality of insurers, a size of an insolvency of at least one of the plurality of insurers above an insolvency amount threshold, a current total amount in the at least one insolvency fund below a threshold amount, and an expiration of a first set period of time" as recited in claim 76, 85. or 94.

As discussed in great detail above, the Office has acknowledged that King does not disclose or suggest the one or more triggers and thus could not disclose or suggest any of the specific triggers recited in claims 76, 85, or 94. In response to Applicants' prior response, the Office has added a citation to col. 19, lines 55-67 in Kern. Contrary to the Office's assertions, neither col. 19, lines 55-67 nor the prior citation to col. 20, lines 1-20 in Kern (both of which are set forth above) disclose or suggest, "wherein the one or more triggers comprise an insolvency of at least one of the plurality of insurers, a size of an insolvency of at least one of the plurality of insurers above an insolvency amount threshold, a current total amount in the at least one insolvency fund below a threshold amount, and an expiration of a first set period of time." First, as discussed in greater detail above, Kern makes no mention or suggestion of any triggers and instead merely discloses and suggests the order in which payment is made if a source of payment should fail. Second, there simply is no mention or suggestion in the cited section in Kern at col. 19, lines 55-67 or col. 20, lines 1-20 or elsewhere of triggers comprising a size of an insolvency of at least one of the plurality of insurers above an insolvency amount threshold, a current total amount in the at least one insolvency fund below a threshold amount, and an expiration of a first set period of time in addition to an insolvency of at least one of the plurality of insurers as claimed.

Accordingly, in view of the forgoing amendments and remarks, the Office is respectfully requested to reconsider and withdraw the rejection of claims 76, 85, and 94. Since claim 77 depends from and contains the limitations of claim 76, and claim 86 depends from and contains the limitations of claim 85, and claims 95 depends from and contains the limitations of claim 94, they are distinguishable over the cited references and are patentable in the same manner as claims 76, 85, and 94.

Further, neither King nor Kern, alone or in combination, disclose or suggest, "wherein the one or more factors comprise at least one of one or more state rules and one or more state statutes relating to an insurance insolvency" as recited in claim 79, 88, and 97.

The Office has acknowledged King does not disclose or suggest one or more factors comprise at least one of one or more state rules and one or more state statutes relating to an insurance insolvency. Applicants again assume the Office's citation to col.23, lines 48-67 to co1.3, line 27 in Kern is a typographical error and the Office intend to cite to col. 2, line 48 to co1. 3, line 27 in Kern. Contrary to the Office's assertions col. 2, line 48 to co1. 3, line 27 does not disclose or suggest that the one or more factors comprise at least one of one or more state rules and one or more state statutes relating to an insurance insolvency. For the Office's convenience col. 2, line 48 to co1. 3, line 27 in Kern is set forth below:

> Statutory efforts known as "employers liability laws" were made to diminish or remove some of the employers common-law defenses so that the injured worker would stand a better chance in court. This legislation could be classified in three categories: (1) statutes denying the right of employers and workers to sign contracts relieving the employer of liability for accidents as a condition of employment, and twenty-seven states had legislated against such practice by 1908; (2) statues extending the right of suit in death cases, and by 1904, 41 jurisdictions had such statutes; and (3) statutes abrogating or modifying the common-law defenses. But by the end of the nineteenth century, a coincidence of increasing industrial injuries and decreasing remedies had produced in the United States a situation ripe for radical change. Thus, when a full account of a German system for compensating injured employees, written in 1893 by John Graham Brooks, was published as the Fourth Special Report of the Commissioner of Labor, legislators all over the country seized upon it as a cue to the direction which efforts at reform might take. Workers' Compensation Law: Cases, Materials and Text, by Arthur Larson, published in 1984 by Mathew Bender, New York, N.Y. For example, the Federal Employers Liability Act, adopted in 1908 and applicable to railway employees engaged in interstate commerce, amounted to a codification of statutory improvements up to that time and was an important step forward.

> In Chicago in 1910, a conference was attended by representatives of the commissions of the legislatures of Massachusetts, Minnesota, New Jersey, Connecticut, Ohio, Illinois, Wisconsin, Montana, and Washington. And at that conference, a Uniform Workers' Compensation Law as drafted. Although the state acts which followed were anything but uniform, the discussions at this conference did much to set the fundamental pattern of legislation. See Workmen's Compensation--Prevention, Insurance and Rehabilitation of Occupational Disability, by Herman Miles Somers, Anne Ramsey Somers, published by John Wiley & Sons, Inc., New York, and Chapman & Hall, Limited, London.
>
> As to actual enactments, the first New York act was passed in 1910. The act had compulsory coverage of certain "hazardous employments." However, the act was held unconstitutional in 1911 by a Court of Appeals, on the ground that the imposition of liability without fault upon the employer was without due process of law under the state and federal constitutions.

As illustrated above, this section in Kern cited to by the Office is nothing more than a disclosure of employer liability laws. There simply is no mention or suggestion in Kern how any of these statutes would be a factor in performing any assessment of an insolvency fund. To even further clarify, Applicants have amended dependent claims 79, 88, and 97 to recite that the one or more factors comprise at least one of one or more state rules and one or more state statutes relating to an insurance insolvency. Accordingly, even if King is taken in view of Kern as suggested by the Office, at most it would simply teach or suggest a number of employer liability laws, but would provide no mention or suggestion of how any of these statutes in Kern which are related to employer liability laws, not insurance insolvency would be a factor in performing any assessment of an insolvency fund. Additionally, as discussed in great detail above, King does not disclose or suggest of performing an assessment of at least one insolvency fund based on one or more factors.

Although not listed with the Office's basis for rejecting the claims, the Office asserts in response to Applicants' prior arguments, "the Examiner respectfully submitted that He (*sic*) relied upon the teachings of Kern (See Kern, Co1.14, lines 55-67 to Co1.15, line 39) which correspond to Applicant's claimed feature." Accordingly, for the Office's convenience co1.14, lines 55-67 to co1.15, line 39 in Kern is set forth below:

> . . . of occupational and non-occupational coverages; (2) the federal Employee Retirement Income Security Act (ERISA) preempts most state regulation of employee benefit plans, such as group health insurance, and preempts even indirect regulation of most benefit plans through state workers' compensation statutes; (3) maintenance of the "exclusive remedy"

doctrine worker' compensation laws, which could be threatened by new Twenty-Four Hour Coverage legislation not specifically including it; (4) significant benefit and coverage differences between workers' compensation and other public and private plans (for example, workers' compensation benefits do not have deductibles and co-pay requirements; health insurance policies frequently have richer medical benefit levels than those provided under workers' compensation laws; (5) administrative difficulties imposed by requirements for separate occupational and non-occupational data and operational functions because of federal and state statutory and regulatory requirements, (6) lack of a stand alone employers liability policy sold in conjunction with the Twenty-Four Hour policy (an employer must self insure an employers liability exposure without such a policy); and (7) in those states where workers compensation laws prohibit any employer choice of physician, packages using large volume discount providers (HMO'a, PPO's) cannot be offered for group health and workers compensation medical claims.

Because of the multiple definitions of Twenty-Four Hour Coverage, there has been a wide variety of approaches in the marketplace. An insurer may have variations in the latitude of illness and injuries covered, the benefits provided in its relationship with the employer existing workers' compensation plan. This allows plans to be developed to: (1) retain a workers, compensation plan and then provide a Twenty-Four Hour alternative to existing coverage; (2) take out some of the workers, compensation benefits or coverage and shift the carved out benefits or coverages to a Twenty-Four Hour system; or (3) place occupational injuries or diseases in a new, larger statutory scheme.

5. ERISA

A rapidly developing area of the law that enables an employer to satisfy benefits to injured employees for medical disabilities and other occupational injuries is the use of an employee benefit plan authorized under ERISA, the Employee Retirement Income Security Act enacted the federal law in 1974. ERISA not only applies to pension programs, but to other employee benefit plans as well (see 29 U.S.C. .sctn..sctn. 1001-1461). Specifically included within the scope of ERISA are plans providing medical, surgical, and hospital care benefits or benefits in the event of sickness, accident, disability, or death. ERISA was intended to substitute a federal regulatory scheme for the then existing state regulations and the weak federal statutes then in place.

As illustrated above in this section of Kern, there again is simply no mention or suggestion of wherein the one or more factors comprise at least one of one or more state rules and one or more state statutes relating to an insurance insolvency. Accordingly, in view of the forgoing amendments and remarks, the Office is respectfully requested to reconsider and withdraw the rejection of claims 79, 88, and 97.

Even further, neither King nor Kern, alone or in combination, disclose or suggest, "receiving with the communication system a reversal notification from at least one of the plurality of insurers; and reinstating with the assessment processing system the prior member assessment amount to each of the plurality of insurers in response to the received reversal notification" as recited in claim 83, "receiving a reversal notification from at least one of the plurality of insurers; and reinstating the prior member assessment amount to each of the plurality of insurers in response to the received reversal notification" as recited in claim 92, or "wherein the communication system receives a reversal notification from at least one of the plurality of insurers and the assessment processing system reinstates the prior member assessment amount to each of the plurality of insurers in response to the received reversal notification" as recited in claim 101. Contrary to the Office assertions King does not discloses receiving a reversal notification from at least on of the plurality of insurers at co1.5, lines 45-67 or col.6, lines 15-63 and does not disclose reinstating the prior member assessment amount to each of the plurality of insurers in response to the received reversal notification at co1.5, lines 45-67 or col.6, lines 15-63. In fact, a search of both King and Kern does not reveal any disclosure or suggestion of any reversal or reinstatement as claimed. Accordingly, in view of the forgoing amendments and remarks, the Office is respectfully requested to reconsider and withdraw the rejection of claims 83, 92, 101.

Although not listed with the Office's basis for rejecting the claims, the Office asserts in response to Applicants' prior arguments, "With respect to Applicant's sixth argument, the Examiner respectfully submitted that obviousness is determined on the basis of the evidence as a whole and the relative persuasiveness of the arguments. . . . Using this standard, the Examiner respectfully submits that he has at least satisfied the burden of presenting a prima facie case of obviousness, since he has presented evidence of corresponding claim elements in the prior art and has expressly articulated the combinations and the motivations for combinations that fairly suggest Applicant's claimed invention. Rather, Applicant does not point to any specific distinction(s) between the features disclosed in the references and the features that are presently claimed." First, the Office has failed to address or identify where the identified limitations are found in any of the cited references. Second, the Office has failed to address Applicants prior response other than with conclusory remarks. Third, for all arguments Applicants have specifically identified the claims limitations in quotations which are not taught or suggested by the cited references as well as

providing the Office with copies of the sections cited by the Office and which do not support the Office's position.

The Office has objected to claims 82, 91 and 100 as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. In view of the foregoing remarks, with respect to the independent claims from which these claims depend, no further amendment of these claims is believed to be necessary and these claims are believed to be in condition for allowance. Accordingly, in view of the foregoing remarks, the Office is respectfully requested to reconsider and withdraw this objection.

In view of all of the foregoing, Applicants submit that this case is in condition for allowance and such allowance is earnestly solicited.

Respectfully submitted,

Date: November 12, 2009

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